

SERIAL 03039 -S

RADIATOR REPAIR & REPLACEMENT RADIATORS

CONTRACT PERIOD THROUGH AUGUST 31, 2005

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **RADIATOR REPAIR & REPLACEMENT RADIATORS**
(NIGP CODES 06035 & 92830)

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **AUGUST 07, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/jmk
Attach

Copy to: Clerk of the Board
Gidget Beltran, Equipment Services
Sharon Tohtsoni, Materials Management

(Please remove Serial 98040-SC from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BIDS FOR: **RADIATOR REPAIR & REPLACEMENT RADIATORS**

Quantity of material and delivery point: RADIATOR REPAIR & REPLACEMENT RADIATORS in units of one (1) or more to be delivered primarily to Maricopa County Equipment Services Department, 3325 West Durango, Phoenix, Arizona, 85009, as covered by purchase order only.

1.0 INTENT:

The intent of this Invitation for bids (IFB) is to establish a contract to supply all labor, equipment and materials necessary to repair or re-core and replace radiators on an "as needed" basis for Maricopa County Equipment Services. All charges to the County shall be in accordance with the terms of the resultant pricing agreement.

This IFB may be utilized by other County agencies, in addition to Equipment Services.

2.0 QUALIFICATIONS, TECHNICAL SPECIFICATIONS:

2.1 PICK-UP AND DELIVERY:

It shall be the Contractor(s) responsibility to meet the County's requirements. Response time for pick-up shall be within four- (4) hours from notification and activity performing repairs within 24 hours. Contractor shall notify the Parts Department (602-506-4670) of any delays in repairs. Upon diagnose of repairs the contractor is required to provide the Parts Department a completion date. Equipment Services will also pickup and deliver radiators and parts as required with the same turn around time.

2.2 SERVICE AND REPAIR:

Bidder(s) shall include all charges and fees in the bid price (i.e., service calls, field service, mileage, travel, transportation, towing, etc.) Indicate labor rate for out of scope work not listed.

2.3 FLEET VEHICLES:

Below is a listing of Maricopa County's current fleet. The intent of these listings is to provide prospective bidders a general scope of the manufacturers and models of rolling stock for which this contract is intended. Additional Equipment will be added as required.

Cars and Vans-70% GM, 30 % Ford

Light Trucks-95% GM

Heavy Duty Trucks-Mack, Ford, International, Sterling, Peter-built, Freightliner, Blue

Bird Construction Equipment-Cat, Case, John Deere, Komatsu, Massey Fergenson

Miscellaneous Off-Road Equipment

2.4 EQUIPMENT SERVICES LOCATIONS:

This pricing agreement shall include pick-up and delivery to all Equipment Services Service Centers. The majority of the pickups and deliveries will be made to our Durango Service Center. The following include our satellites stations:

2.4.1 Durango - 3325 W. Durango, Phoenix, AZ.

2.4.2 Buckeye - 26449 W. HWY MC 85, Buckeye, AZ.

- 2.4.3 Dysart - 16821 N. Dysart, Surprise, AZ.
- 2.4.4 Mesa - 155 E. Coury, Mesa, AZ.
- 2.4.5 Downtown - 120 S. 4th Ave, Phoenix, AZ.

2.5 RE-CORE:

If the radiator(s) are not repairable the contractor must contact the Parts Department for authorization to re-core. Only requested work is to be performed on radiators submitted for repair or re-core. If additional work is required, the contractor must contact the Parts Department for authorization. Name of individual approving re-core shall be noted on invoice.

2.6 QUALITY ASSURANCE FOR WORKMANSHIP AND MATERIALS:

- 2.6.1 Original Equipment Manufacture (O.E.M.) process and repair specifications will be met for:
 - 2.6.1.1 Clean and repair operation
 - 2.6.1.2 Clean, repair and rod-out operation
 - 2.6.1.3 Re-core operation
- 2.6.2 Pressure testing and leak checking shall be in compliance with O.E.M. parameters.
- 2.6.3 Chemical(s) used in the cleaning and the soldering and/or crimp process shall be compliant with O.E.M. specifications. Rinsing to remove or neutralize chemical residues is mandatory to prevent injury to personnel or damage to paint. All foreign material shall be removed from core, tank and tubes, prior to assembly. If damage to vehicles' cooling system/heater is caused by debris/foreign material, due to vendor error, the vendor shall be responsible for all repairs to the given vehicle caused by this error.
- 2.6.4 Fin straightening is mandatory to achieve O.E.M. airflow requirements.
- 2.6.5 Repainting for esthetics and corrosion control is mandatory whenever the repair(s) listed in section 2.9.1 are undertaken. Painting shall also be required for other repair activities unless prior agreement is made by the County to waive the painting requirement.
- 2.6.6 Materials, O.E.M. quality or better, shall be utilized in the repair activity. Other than O.E.M. quality materials may be utilized only if prior written approval is provided by a representative of the County Equipment Services Department.
- 2.6.7 New radiators, cores and coolers shall be supplied as required.
- 2.6.8 ACCEPTANCE:

All parts supplied shall be factory "new". Contractor shall use O.E.M. mechanical parts, unless otherwise approved in writing by the Equipment Services representative.

- 2.6.9 New radiators, cores and coolers must be of equal or superior heat transfer capability and equal or superior structural integrity to the O.E.M. unit being replaced.

2.7 INVOICING REQUIREMENTS:

All payment inquiries shall be directed to Equipment Services Accounts Payable, at 506-4668. If concerns/problems occur with other County agencies the contractor shall communicate with the using agencies accounts payable division. All item(s) purchased by the County, whether picked up or delivered, shall be accompanied by a proper invoice billed to:

EQUIPMENT SERVICES
3325 WEST DURANGO ST.
PHOENIX AZ 85009

All invoices shall indicate the following:

1. Contract number
2. County purchase order number
3. Quantity
4. Part number(s)
5. Description
6. Pricing per unit/flat rate
7. Hourly rate and Labor hours (if applicable)
8. Include Reference Section # from Pricing Page
9. Total
10. *Freight, (if applicable)
11. Sales tax on parts only
12. Provide two- (2) legible copies of the invoice.
13. The invoice shall be dated and signed (full name) by the County employee receiving the parts.

*FREIGHT: If freight is applied due to special orders or non-stock part(s) the Contractor shall indicate on the invoice(s) the following requirements: 1) Identify the expedited delivery (overnight, airfreight, UPS direct, etc.) on the invoice(s). 2) Full name of the using agency employee authorizing this method of delivery.

Invoices not disclosing the above information shall be returned to the Contractor(s) for the necessary corrections. All pricing must be listed on invoices (list, cost, jobber, labor hours/labor rates, etc.). **SUBMIT A SAMPLE OR YOUR ORIGINAL (NO COPY) INVOICE PROVIDING GENERIC INFORMATION.** This is for our Accounts Payable Department.

2.8 SET UP COUNTY ACCOUTS:

It shall be the responsibility of all Contractors to communicate with their parts/service department, accounts receivable and other areas involved in compliance with this agreement of Maricopa County's special pricing. The pricing and labor rates shall be programmed in your financial systems as offered. If the required information cannot be programmed on the invoice you have the option to hand write the information or submit a separate sheet with the requirements. It will delay payment, if the required information is not provided.

2.9 ADDITIONAL CHARGES/FEES:

Maricopa County **shall not be** responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, service calls, travel, mileage, hauling, etc.) other than those listed on the pricing section of this agreement. **All cost shall be included in the bid prices.**

2.10 WARRANTY:

Warranty shall be one (1) year on all parts, supplies, accessories and labor, or the manufacturer's warranty, whichever is greater. Warranty replacement/repair shall be done at **no additional charge** to the County. A "NO CHARGE" invoice shall accompany all warranty repairs detailing failure, diagnosed cause and parts replaced. Contractor(s) shall respond to all warranty requests within twenty-four (24) hours of notification. Transportation cost for warranty repairs shall be the responsibility of the Contractor(s). Warranties shall commence at the time of installation.

2.11 If a warranty issues arises: Vendor has the option to provide an exchange component and the labor to change the defective part(s) or provide an exchange radiator to Maricopa County and reimbursement to Equipment Services for labor to change the defective radiator, at the current labor rate of \$57.67 per hour.

2.12 If a warranty issue arises and a vehicle is disabled on the road and has to be towed because of a resulting failure of a radiator, vendor will reimburse Maricopa County Equipment Services for the added expense of having the vehicle towed to the closest Equipment Services repair facility. Reimbursement of the towing charge will be at the same cost as that Maricopa County paid.

2.13 METAL TAGS:

Contractor shall affix metal tags to all repaired or re-cored radiators. Tag shall have appropriate date of repair and work order number under which item was repaired/re-cored and billed.

2.14 SITE VISITS:

The County reserves the right to visit the Contractor(s) facilities at any time during the award determination and after an award has been made.

2.15 PRICING:

In addition to this IFB, blanket discounts are required for related items as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

2.16 CATALOG/PRICE LISTING PRICING:

Bidders shall submit, with their bid response the manufacturer's price list(s) for each product line offered to provide the greatest coverage of related products. Price list may be by catalog, 3.5 diskettes, CD-ROM or Internet. Pricing offered shall be noted on the pricing pages of this bid. **Additional pricing is a mandatory requirement of this IFB.**

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 **CONTRACT LENGTH:**

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a two (2) year period.

3.2 **OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three____(3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 **EXPEDITED DELIVERY:**

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

3.4 **SHIPPING:**

Bid prices shall be made F.O.B. destination, freight pre-paid to the Using Agency within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

3.5 **INDEMNIFICATION AND INSURANCE:**

3.5.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.5.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.5.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit.

The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.5.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.5.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.5.3 Certificates of Insurance.

3.5.3.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice.

BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.5.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.5.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

GIDGET BELTRAN, EQUIPMENT SERVICES, 602-506-4674
(gidget.beltran@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 CONTRACT TERMS AND CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the PPI for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract.

Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 **STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 **OFFSET FOR DAMAGES :**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 **ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete materials to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 **SUBCONTRACTING:**

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 **AMENDMENTS :**

All amendments to this Contract must be in writing and signed by both parties.

4.11 **RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 **ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

4.13 **AUDIT DISALLOWANCES :**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 **VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 **RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

HAWKES RADIATOR, 3717 E BRAODWAY STE #5, PHOENIX, AZ 85040

**PRICING SHEET B0602697 / S075315
NIGP CODES 06035, 92830**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? X YES NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? X YES NO

INTERNET ORDERING CAPABILITY: YES X NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

RADIATOR REPAIR/RE-CORE & REPLACEMENT RADIATORS in accordance with specifications:

5.1 PASSENGER CARS:

- | | |
|---|--------------------------------|
| 5.1.1 Clean and repair radiator (fixed price): | \$ <u>33.00</u> |
| 5.1.2 Clean, repair and rod-out radiator (fixed price): | \$ <u>33.00</u> |
| 5.1.3 Re-core radiator, % discount on core:
Catalog/column: <u>15 OR 20%</u> | \$ <u>35.00 (LABOR 1 HOUR)</u> |
| 5.1.4 New radiator, % discount: <u>25%</u> | \$ <u>N / A</u> |

Catalog/Column: JOBBER PRICE

SHEET

5.2 TRUCKS, THROUGH 1-1/2 TON:

- | | |
|---|--------------------------------|
| 5.2.1 Clean and repair radiator (fixed price): | \$ <u>33.00</u> |
| 5.2.2 Clean, repair and rod-out radiator (fixed price): | \$ <u>33.00</u> |
| 5.2.3 Re-core radiator:
% discount on core: <u>15 OR 20%</u> | \$ <u>35.00 (LABOR 1 HOUR)</u> |
| 5.2.4 New radiator, % discount: <u>25 %</u> | \$ <u>N / A</u> |

Catalog/Column: JOBBER PRICE SHEET

HAWKES RADIATOR, 3717 E BROADWAY STE #5, PHOENIX, AZ 85040

5.3 TRUCKS, 2 THROUGH 5 TON:

- 5.3.1 Clean and repair radiator (fixed price): \$ 78.00
- 5.3.2 Clean, repair and rod-out radiator (fixed price): \$ 78.00
- 5.3.3 Re-core radiator: \$ 2 HOURS LABOR @ \$35.00 / HR
- % discount on core: 15 OR 20 %
- Catalog/column: _____
- 5.3.4 New radiator, % discount: 18 % \$ N / A
- Catalog/Column: JOBBER PRICE SHEETS

5.4 HEAVY DUTY DIESEL TRUCKS, INDUSTRIAL AND CONSTRUCTION EQUIPMENT:

- 5.4.1 Clean and repair radiator (fixed price, soldered units): \$ 78 – 128.00
- 5.4.2 Clean, repair and rod-out radiator (fixed price, soldered units): \$ 78 – 128.00
- 5.4.3 Rebuild radiator, HOURLY RATE: \$ 35.00 / HR
- Mechanically assembled units: \$ _____
- Material discount: _____
- Catalog/Column: 15 OR 20 %
- 5.4.4 Re-core radiator, HOURLY RATE: \$ 35.00 / HR
- Material discount: _____
- Catalog/Column: : 15 OR 20 %
- 5.4.5 New Radiator, % discount: _____ \$ PRICE, WHEN APPLICABLE
- Catalog/Column: JOBBER PRICE SHEET

5.5 TRANSMISSION OIL COOLERS:

- 5.5.1 Clean cooler (fixed price): \$ 20.00
- 5.5.2 Clean and repair cooler (fixed price): \$ 20.00
- 5.5.3 Replace cooler, % discount: _____ \$ _____
- Catalog/Column: PRICE, WHEN APPLICABLE

HAWKES RADIATOR, 3717 E BRAODWAY STE #5, PHOENIX, AZ 85040

5.6 OTHER INFORMATION:

5.6.1 Number of deliveries per day: 4 - 6

5.6.2 Minimum order, if any: \$ NONE

5.6.3 Stock on hand dollar amount: \$ 600,000.00

5.7 ADDITIONAL PRICING:

Manufacturer Price list or Catalog and Date Percent Discount Offered to Price Column to be Used

<u>AC CONDENSERS</u>	<u>GDI CATALOG / 25%</u>
<u>AC HARD PARTS</u>	<u>GDI CATALOG / 10%</u>
<u>HEATER CORES</u>	<u>GDI CATALOG / 15%</u>

5.8 Labor rate for out of scope work not covered
in the above specifications:

\$ 35.00 /hour

Labor rate for Rerun Headers 1, 2, 3, 4, rows:

\$ 35.00 1 row

\$ 35.00 2 row

\$ 35.-70.00 4 row

\$ 35.00 1 row

Labor rate for clean and repair of Gas Tanks up to 35 gallons: \$ 35.00 /hour

F. O. B. Destination (REQUIRED): X Yes _____ No

Delivery in accordance with requirements specified herein: X Yes _____ No

Warranty (define): 1 YEAR ALL REPAIRS.
COMPLETES NEW 2 YEAR.

Terms: NET 30

Federal Tax ID Number: 86-0910866

Vendor Number: 860910866 A

Telephone Number: 602-426-8183

Fax Number: 602-426-8178

Contact Person: MARK VON BARGEN

E-mail Address: mark@hawkesradiator.com

Company Web Site: www.hawkesradiator.com

Insurance Certificate Yes

Contract Period: To cover the period ending AUGUST 31, 2005.